bothy, nearly 15 years ago, largely un-front yard, der the supervision of Senator Mar-Subsoquent We desire to impress upon you the fact that you have not been put in posession of any evidence or statement as to the apparent condition of the State house upon the day when the accept-ance was made and the final installand the roof with all of its accessories, appeared in perfect condition, and every stone laid under the contract

them. That the most positive manner that the findings and the conclusions contained in the report of the joint investigating committee are not sustained by the evidence therein contained, and if they are ever sustained if must be by evidence produced before must be by evidence produced by the following the provided by the following by evidence produced by the following the following by evidence produced by the following the following by evidence produced by the following the followin

shapping the same startly surround with the report of the commission, and be, or the commission plans, specifications or written contract sets as long as they were so with the limitations above expressed I none.

The commission plans, specifications or written contract an application to buy the said junk, of the use of ownership of the "old massive startly surround with the report of the commission, and be, or the commission plans, specifications or written contract.

the offices agon the lower floor and spreading disease and death among the State's employes. The commission of committee, I asked him if the comsanitary experts appointed by cloy. Heyward, while criticizing some denits of the new work, ordered the old miss of the new work, ordered the old mission was the chairman of the committee. In such request demand Mr. Edens, the sanitary inspector of Columbia, joined. The grates or fire places in several of the offices some directly connected with these closests and had to be hermetically some deponent referred to reason fire places in several of the offices while criticizing some declaration and advised me that if such request would be granted. Deponent referred to reason mitted ex-Attorney General-G. Duncan senior while criticizing some declaration by said of the offices while the chairman of the committee. That during deponent's examination by said committee. That during deponent's examination by said committee. That during deponent's examination by said point comsistency of columbia, joined. The grates some minutally known to him and to be granted. Deponent referred to reasons minutally known to him and to be unpleasant to deponent, upon which senior in the building.

The condennest closets had had to be hermetically as the chairman it would be unpleasant to deponent, upon which senior in the building.

The condennest closets had had to be hermetically as the chairman it would be unpleasant to deponent upon which senior in the building.

The condennest closets had had to be hermetically as a condition of the committee of the chairman it would be granted. Deponent referred to reasons minutally known to him and to be unpleasant to deponent upon which senior the committee of the chairman it would be granted. Deponent referred to reasons minutally known to him and to depone the committee of the chairman it would be granted that Mr. Aldrich was present.

That just after the examination was that at all."

That just after the examination was that at all."

That during depone from the building.

The condemned closets had been instylied at great expense to the State, the convergence to be because in the convergence of the members of at great expense to the State the commission to be heard. This contribution of the commission occurred in the town of the direction of the commission occurred in the town of the direction of the commission occurred in the town of the direction of the commission occurred in the town of the direction of the commission occurred in the town of the commission occurred in the town of the state of the commission occurred in the town of the commission occurred in the commission under the direction of the commission versation occurred in the town of which erected the "splendid ten thousand dollar steel ceiling" in the main 30 feet of the paling of Mr. Patterson's complete the paling of Mr. Patterson's complete the direction of the town of the paling of Mr. Patterson's complete the direction of the commission versation occurred in the town of the town of the paling of the town of the town of the commission versation occurred in the town of the t

Subsequently and before the occasbe accorded to us, and he assured me of which letter the following is a copy, that it would, and that he had spoken to the chairman on the subject and the "Columbia, S. C., May 31, 1902." ment paid to the contractor. We, therefore, inform you that when the work was accepted and the money paid a personal inspection by special committee of the commission was made was the reason why I, and other members of the commission was made to the chairman on the subject and the probability was that the illness from which Mr. Aldrich was then suffering was the reason why I, and other members of the commission had not been notified. I again impressed upon him that this request was made on behalf that this request was made on behalf the specifications.

"Columbia, S. C., May 31, 1902.

"Columbia, S. C., May 31, 1902.

"Hon. G. Duncan Bellinger, Attorney General, Columbia, S. C.

"Dear Sir: You are familiar with the archite and a copy of the letter from the architect.

The minutes referred to contains the statement of Mr. Unkefer, one of the contracts and the contracts and the specifications.

The papers submitted and the specifications.

The papers submitted consist of a partial draft of a report of the committeed and the specifications.

that this request was made on behalf was free from cracks or apparent defects, and this notwithstanding a test period of nearly or quite a month had clapsed from the date when the building was tendered, during which period of seal of the commission to which I recently published concerning this request made upon Mr. Patterson, and been made. During said period of the same morning, and continued until about 7 of the same morning and continued until about 7 of the same morning during which time nearly an inch of water fell. Rain followed again on the 18th, talling during the night, and of the 18th, when in 21 minutes 3.4 of the first was repeated. In the city of Columbia, on the 18th, talling during the night, and on the 18th, when in 21 minutes 3.4 of the first was repeated. In the city of Columbia, on the or 18th carried to be perfect as far as practical for my partners, the Hon. L. W. The state house, and any the period of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued until about 7 of the same morning and continued to the partners of the continued until about 7 of the same morning and continued to the partners of the same morning and continued to the same morning and continued t

First of all, though out of office, we are in a measure servants of the people and of the general assembly, and it that tribunal deems the State to have suffered injury from either, our first duty is to the State.

However, it is but justice to say that we have found the contractors in all their dealings with us honorable business men, whom we believe to be above suspicion of wrong doing, and who sought to live up to the true intent and meaning of their contract with the State.

We desire it understood that we do not claim that it is impossible that impositions have been practiced upon this commission by the architect or contractor, for if any vital defects exist in the building or serious mistakes can be shown to have been made, these must have been the outcome of the commission having been misled, but we do assert in the most positive manner that the findings and the conclusions contained in the report of the joint investigating committee are not sustained by the evidence therein con-

the final according and the system of the control of the system of the control of the system of the control of the system of the

Dge. 22, 1903, of which the following is a copy:

Columbia, S. C., Dec. 22, 1903.

cation I write to say that I recollect than on May 31, 1902, when you were the supervision of Senator Mar-drall, who was then secretary of state. We desire to impress upon you the fact that you have not been put in toss-fact that you have not been put in tossrecalled to Mr. Patterson our previous copy of which is to be found at pages conversation and asked him if the 140 and 141 of volume of "Public Land right which we had demanded would Letter Gook, New Series, No. 1 to 200,"

every stone laid under the contract was free from cracks or apparent defects, and this notwithstanding a test period of nearly or units a work.

examination the secretary or steno-grapher of said committee requested de-ponent to give him access to the records of the commission, for the com-pletion of the State house, for the uurpose of said secretary's comparing and verifying with said original records said secretary's copies of portions thereof, to be used in said joint com-

(Of Stewart Contracting Company.) EXHIBIT H. REQUEST FOR OPINION.

Newberry, S. C., Aug. 9, 1901.

Hon. G. Duncan Bellinger, Attorney General, Columbia, S. C.:

Dear Sir: Pursuant to the permission of the commission charged with the completion of the State house, I have the houser of saking vary onition.

have the honor of asking your opinion upon a question which has arisen about the ownership of the old material. The facts appear in the paper here-with submitted, and the contracts and

date it had been the understanding on all sides that the contractors should be the owners of the old material, and the facts as found seem to me to preclude any other conclusion.

The statement of Milburn, the architect, speaking on behalf of the commission, the known conduct of the con-tractors, based upon Milburn's interpretation, the acceptance of the bld based upon the supposed ownership by the contractors of the "old material."

question where the ownership of the old material rests, whether in the contractors or the State."

I have the honor to reply as follows:

As I gather them the admitted falls

The only pertinent reference in the of the amount of \$6.00 a lot of gallar in the old surface in the old surface in the old work in the cornice, for instance, is to be identical with the celling, which he said we might have for hauling off. The ceiling is now lyform and specifications, first-class galvanted for hauling off. The ceiling is now lyform and specifications, first-class galvanted for hauling off.

That it does not mean that the cornice, for instance, is to be identical with the old work, you have only to see sheet from boxes painted to rescanble granite. That is just according to the pains are:

The only pertinent reference in the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet for instance, is to be identical with the old work, you have only to see sheet

gone beyond the authority given by the concurrent resolution under which they acted. By that resolution they were directed to report to the next session of the general assembly "such facts and recommendations in reference thereto as they may deem advisable." And yet these "honorable gentlemen" go out of their way to inject into their report wholly unwarranted and improper conclusions, which are neither proper conclusions, which are neither "facts" nor "recommendations," but libellous and indiscriminate reflections on numerous State officers and repre-sentatives, as well as the architect and contractors. "Miserable fraud," "mon strous swindle" and "malefactors!" Such gratuitous expressions are as false as they are uncalled for by the concurrent resolution.

But, that this committee was more bent on vindicating the one dissenting member of the capitol commission than member of the capitol commission than carrying out the suggestions of the legislature, is evidenced by the fact that they did not "employ an architect," as was suggested by the authority given in the concurrent resolution, but paid \$15.00 a day for a "contractor," who says he has been "superintendent of constructing of the United States capitol for four years."

But further still this committee was

But further still, this committee was directed to consider the "several re-ports of the commission for the con-pletion of the State house," with austate of South Carolina—County of Rechand.

For south of South Carolina—County of Rechand.

For south Carolina—County of Rechand the State who being duly sworn, spread to state the facts fully, candidly and fairly. South Carolina—County of the state fully, candidly and fairly. South Carolina—Exhibit For south Carolina—County of Record.

M. B. McSweney.

received the message, and, in fact, never heard of the incident until last Friday, the 12th inst. In this connection I beg to submit the following statements:

"To Whom it May Concern:

members of the commission, and their statements were to the effect that the drawings and specifications were plain enough to make an intelligent bid, that the plans and specifications were fully understood, and were proper for good work. The opinion of such well known contractors and builders as Gude & Walker, J. W. Bishop & Co., W. A. Chesterman and Nicholas Ittner, commonly known as "Honest Nick," must outweigh the opinion of Mr. Marshall and the Washington "expert" with any impartial judge.

Second. That the contract fixed the old work on the completed portion of the building as the standard.

This is not true. There is nothing in This is not true. There is nothing in a close of the commission, and their statements were plain the original plan and omit the two columns, thus saving to the State \$600, without detriment to the work, and giving these columns to the State for monumental purposes.

Mr. Hunt talks about "the stone ling of reany such thing. And yet this will-ing witness, unable to condemn the sufficiency of the "bracing and anchoring," goes out of his way to suggest carelessness in "a great portion of the construction throughout this building."

Again, this "government" witness says the two massive square pillars, under the portico, "now perform no duty at all." Any sane person can see doubt, the construction by the con- drawings and specifications were plain tractors must be given the benefit of enough to make an intelligent bid, that the doubt, inasmuch as the commisthe doubt, inasmuch as the commission, as the author of the specifications, as the author of the specifications, must suffer, if either party must, on account of ambiguity.

But I think that up to a very recent date it had been the understanding on all sides that the contractors should be all sides that the contractors should be a likely as a specifications were runy understood, and were proper for good work. The opinion of such well known a contractors and builders as Gude & Walker, J. W. Bishop & Co., W. A. Chesterman and Nicholas Ittner, commonly known as "Honest Nick," must be a simple of the party must, and specifications were runy understood, and were proper for good work. The opinion of such well known account of ambiguity.

the subject of the investigating complemental performance of the investigating complemental performance of the expectation of the commission of the expectation of the expectation of the commission of the part of the expectation of the commission of the expectation of the expectation of the commission of the expectation o with, but the new ceiling was used only in the field or body of the ceiling through which the dome is cut. The contractors thought they ought to have extra for this new ceiling, but I would not allow it, and the State got the new ceilings without cost.

of Friday, the 12th inst. In this connection of the to submit the following the first of the total the first of the first

tion to buy the copper and old fron then in the old roof, and the commission, upon accepting McIlvain-Unkefer company's bid, ordered that the communication of Mr. Garfunkel be turned over to the successful bidding contractors, upon the ground that the said "old material" was at the disposal of the latter.

The clause quoted for the specifications bears internal evidence of conscious ambiguity, and the conflicting interest is susceptible of various interpretations. It is easy to conceive that the bidding contractors could claim with a show of reason, the title to the "old material" in question, and in favor of the bidder, for one reason, among others, that in cases of doubt, the construction by the conflictions and in favor of the bidder, for one reason, among others, that in cases of denote the commission and specifications were parsonally known to members of the commission, and specifications were parsonally known to members of the commission, and omit the two columns, causing no difference of the commission in the specifications were parsonally known to members of the commission, and omit the two columns, causing no difference on the construction by the conflictions were parsonally known to members of the commission, and the bidder, for one reason, among others, that in cases of doubt, the construction by the confliction that the confliction of the commission of the commission

the building as the standard.

This is not true. There is nothing in the plans and specifications which could be so construed except, perhaps, the word "prototype," on one of the general drawlings, and this was intended to apply only to style, outline, form,

the contractors of the "old material," and the declination to treat with a proposed purchaser for the sale of the old material, and the reference of his bid to McIlvaine-Unkefer company, all estop the commission from claiming the "old material" in question.

Hoping that this will meet with your approval, I am,

Very truly yours,
(Signed) G. Duncan Bellinger,
Attorney General.

Upon motion of Mr. Mower the opinion of the attorney general was approved by a vote taken viva voce, Mr. Marshall voting against it.

EXHIBIT 1.

Columbia, S. C., Feb. 15,1904.

This tertifles that in the fall of 1901 I bought from J. B. Garfunkel, for the use of the State hospital for the insane, for the amount of \$6.00 a lot of gal-vanized iron railing and that he the same on the work in the same and the various classes of work the same only when the work is to be the same only when for the amount of \$6.00 a lot of gal-vanized iron railing and that he the same only when the work is to be the same only when for the amount of \$6.00 a lot of gal-vanized iron railing and that he the same only when the work is to be the same only when